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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CHRISTOPHER CHEMI, BRIAN GAGLIARDI, MARY INTILE, MICHAEL LAURETTI, SCOTT MOODY, and DAVID CROCKETT, Individually, and on Behalf of All Others Similarly Situated, Plaintiffs, v. CHAMPION MORTGAGE, KEYBANK NATIONAL ASSOCIATION and KEYCORP, Defendants.	2:05-CV-01238 (WHW)

ORDER OF FINAL JUDGMENT AND DISMISSAL

This matter having come before the Court on Plaintiffs' Motion for Final Approval of Settlement and for Incentive Payment Award and on Class Counsel's Petition for Attorneys' Fees and Reimbursement of Expenses, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of this lawsuit, and over all parties to this lawsuit, including

EXHIBIT
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all members of the Settlement Class. For purposes of this Order of Final Judgment and Dismissal, the Court adopts and incorporates the definitions set forth in the Settlement Agreement which was submitted to the Court June 24, 2008 and filed as docket record no. 113 in this litigation.

2. The Court makes the following findings and conclusions pursuant to Rule 23(c) and (e) of the Federal Rules of Civil Procedure:

a. The following Settlement Class will be certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure:

> All individuals who were employed as a Champion Loan Officer at any time from March 1, 2002 through February 28, 2007.

b. The Court appoints Daniel K. Touhy and Robert E. Williams of Touhy, Touhy, Buehler & Williams and Eric H. Langland as Settlement Class Counsel.

c. The Court appoints Christopher Chemi, Brian Gagliardi, Mary Intile, Michael Lauretti, Scott Moody, and David Crockett as representatives of the Settlement Class.

d. In certifying the Settlement Class, pursuant to Rule 23(a), the Court finds:

(1) The Settlement Class is so numerous that joinder of all members is impracticable;

(2) There are questions of law or fact common to the Settlement Class;

(3) The claims or defenses of Christopher Chemi, Brian Gagliardi, Mary Intile, Michael Lauretti, Scott Moody, and David Crockett are typical of the claims or defenses of the Settlement Class;

(4) Christopher Chemi, Brian Gagliardi, Mary Intile, Michael Lauretti, Scott Moody, and David Crockett will fairly and adequately protect the interests of the Class.

e. The Court also finds that the Settlement Class is maintainable pursuant to Rule 23(b)(3) because:

(1) Questions of law or fact common to members of the Settlement Class predominate over any questions affecting only individual members, and

(2) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. The Court hereby approves and adopts the terms and provisions of the settlement as set forth in the Settlement Agreement and finds that said Settlement Agreement is, in all respects, fair, reasonable, adequate and in the best interests of the Settlement Class, and directs implementation of all its terms and provisions.

4. The Court hereby dismisses with prejudice this lawsuit and all claims brought by Plaintiffs Christopher Chemi, Brian Gagliardi, Mary Intile, Michael Lauretti, Scott Moody, and David Crockett against Defendants Champion Mortgage, Keybank National Association and KeyCorp, with each party to bear their own fees and costs, except as set forth below.

5. The Settlement Agreement (and the exhibits and attachments thereto), this Order of Final Judgment and Dismissal, the fact of settlement or the settlement proceedings or negotiations or any related document, the payment of any monies (or any other action taken by Defendants) pursuant to the Settlement Agreement, are not and shall not at any time be construed or deemed to be; or used as; or offered, received or considered as evidence of:

a. Any admission against or concession by Defendants with respect to any wrongdoing, fault, liability or omission of any kind whatsoever; or

b. A finding of the validity or invalidity or merit or lack of merit of any claims asserted by the Plaintiffs or of any wrongdoing, fault, liability or omission by the Defendants; or

c. A finding of the merit or lack of merit of any defense against any party in any proceedings other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or this Order of Final Judgment and Dismissal.

6. The release by Class Members, as set forth in Section X of the Settlement Agreement, including the release of claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, is hereby approved and effective, such that:

a. Christopher Chemi, Brian Gagliardi, Mary Intile, Michael Lauretti, Scott Moody, David Crockett and all other FLSA Class Members, individually and on behalf of their respective agents and legal representatives, heirs, executors, spouses, administrators, beneficiaries, trustees, successors and assigns and all their past, present and future representatives, have released and forever discharged Defendants, and their respective current and former parents, subsidiaries, divisions, branches, assigns and affiliated and related companies, and each of their respective predecessors, successors, past and present officers, directors, employees, benefit plans, insureds, plan administrators, benefit claim and appeal committees, fiduciaries, agents and attorneys, in their individual and representative capacities, from any and all claims or actions which were asserted, or which could have been asserted, in the Chemi, Lauretti or Libert Litigations, under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA"), related to any alleged unpaid overtime or other wages, and/or any related penalties, interest, costs, attorney's fees, compensatory damages, punitive damages, liquidated damages and any other remedies available at law or equity, through the Preliminary Approval Date; and

b. Christopher Chemi, Brian Gagliardi, Mary Intile, Michael Lauretti, Scott Moody, David Crockett and all other State Class Members, individually and on behalf of their respective agents and legal representatives, heirs, executors, spouses, administrators, beneficiaries, trustees, successors and assigns and all their past, present and future representatives, have released and forever discharged Defendants, and their respective current and former parents, subsidiaries, divisions, branches, assigns and affiliated and related companies, and each of their respective predecessors, successors, past and present officers, directors, employees, benefit plans, insureds, plan administrators, benefit claim and appeal committees, fiduciaries, agents and attorneys, in their individual and representative capacities, from any and all claims or actions which were asserted, or which could have been asserted, in the Chemi, Lauretti or Libert Litigations, under the New York State Labor Law, the New Jersey State Wage and Hour Law, the Wage and Hour Law of the Commonwealth of Massachusetts and the Maryland

Code, Labor and Employment, related to any alleged unpaid overtime or other wages, and/or any related penalties, interest, costs, attorney's fees, compensatory damages, punitive damages, liquidated damages and any other remedies available at law or equity, through the Preliminary Approval Date.

9. The Notice of Proposed Settlement given to Class Members fully and accurately informed the members of the Settlement Class of the pendency and all material elements of this lawsuit, including their right to opt-in to the settlement of the FLSA claims in this litigation and the consequences thereof, their right to opt-out of the settlement of the state law claims in this litigation and the consequences thereof, and all other material terms of the settlement; was the best notice practicable under the circumstances; and constituted valid, due and sufficient notice to all members of the Settlement Class, complying fully with the FLSA, the Federal Rules of Civil Procedure and any other applicable laws.

10. Without affecting the finality of this Order of Final Judgment and Dismissal in any way, this Court hereby retains jurisdiction over consummation and performance of the Settlement Agreement, including the award of the Plaintiffs' Incentive Payments and of Class Counsel's attorneys' fees, litigation costs and expenses, and administration of the settlement

payments.

11. The Court hereby awards Class Counsel $__________ in attorneys' fees and $__________ in reimbursement for litigation costs and expenses, and further awards Plaintiffs Christopher Chemi, Brian Gagliardi, Mary Intile, Michael Lauretti, Scott Moody, and David Crockett Incentive Payments in the amounts set forth in the Settlement Agreement, all of which the Court finds fair and reasonable and which shall be paid as set forth in the Settlement Agreement. The Court further approves the payment to the Claims Administrator as set forth in the Settlement Agreement for services performed in administering the settlement in this case. All awards of fees and expenses set forth in this paragraph shall be paid pursuant to the terms of the Settlement Agreement.

12. In the event that the settlement does not become effective in accordance with the terms of the Settlement Agreement, then the Settlement Agreement shall be rendered null and void and shall have no further force and effect, except as specifically set forth in the Settlement Agreement and except that any amounts reasonably incurred in providing notice to Class Members shall not be reimbursed to the Defendants.

ENTER:

The Honorable William H. Walls
United States District Court Judge

Dated: MAY 26 2009